EXHIBIT 1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

Index No.

SUMMONS

ROWE PLASTIC SURGERY OF NEW JERSEY, L.L.C. and NORMAN MAURICE ROWE, M.D., M.H.A., L.L.C.
Plaintiff(s),

- Against -

AETNA HEALTH AND LIFE INSURANCE COMPANY,
Defendant(s).

Plaintiff's Address:
ROWE PLASTIC SURGERY OF NEW JERSEY, L.L.C. & NORMAN MAURICE ROWE, M.D., M.H.A., L.L.C.
100 Manetto Hill Road - Suite 204
Plainview, NY 11803

Basis for Venue:
Defendant transacts business within BRONX County

To the above named defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you in the amount of $254,365.40.

Dated: August 2, 2022

DocuSigned by:
Michael Baglio
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LEWIN & BAGLIO, LLP
By: Michael Baglio, Esq.
Attorneys for the Plaintiff
1100 Shames Drive
Suite 100
Westbury, New York 11590
Tel: (516) 307- 1777
Fax: (516) 307- 1770
L&B File No.: 2238.COM.12

Defendant's Address:
AETNA HEALTH AND LIFE INSURANCE COMPANY

c/o Department of Financial Services
151 Farmington Avenue
Hartford, CT 06156

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

Index No.:

COMPLAINT

ROWE PLASTIC SURGERY OF NEW JERSEY, L.L.C.
and NORMAN MAURICE ROWE, M.D., M.H.A., L.L.C.
Plaintiff(s),

- Against -

AETNA HEALTH AND LIFE INSURANCE COMPANY,
Defendant(s).

Plaintiffs, ROWE PLASTIC SURGERY OF NEW JERSEY, L.L.C. & NORMAN MAURICE ROWE, M.D., M.H.A., L.L.C., alleges:

1) This is an action by an out-of-network health care provider to recover payment from an insurer. This action does not include any claims in which benefits were denied, nor does it challenge any coverage determinations under ERISA.

2) Indeed, the Defendant-insurer has already adjudicated these claims, has determined that Plaintiff's claims were for covered medical services rendered to the relevant patient, and has issued payments-payments that were not what was offered to induce performance of the services at issue. And, that is the reason for this lawsuit.

3) YS[1], a consumer of the Defendant's product, required a medical procedure called bilateral breast reduction.

4) The insurer offered to reimburse the service at the 85% of reasonable and customary rate. But after receiving the benefit of its bargain-bilateral breast reduction rendered to its consumer-the insurer reneged by making payment that was not at 85% of reasonable and customary. The payment was not what was

[1] YS is an individual patient referred to solely by their initials to avoid disclosure of personally identifiable information.

offered, was late pursuant to NY statutory standards, and incomplete or unreasonable according to industry standards.

JURISDICTION, VENUE, AND PARTIES

5) This Court has personal jurisdiction over the parties because Defendant AETNA HEALTH AND LIFE INSURANCE COMPANY, (herein after " Aetna")is an insurance company licensed and authorized to do business in the State of New York; Aetna, violated New York Law while doing business in New York State.

6) Aetna transacts business in BRONX County.

7) ROWE PLASTIC SURGERY OF NEW JERSEY, L.L.C. (Herein after RPSNJ is a Limited Liability Company that provides health services in the State of New Jersey.

8) NORMAN MAURICE ROWE, M.D., M.H.A., L.L.C. (Herein after Rowe LLC is a Limited Liability Company Located in New York, NY, that provides health services in the State of New York and New Jersey. (Herein after RPSNJ and Rowe LLC are referred to collectively as RPSNJ)

FACTUAL ALLEGATIONS

A. Introduction to Managed Care

9) A health insurance product is a package of health insurance coverage benefits that are offered using a particular product network type within a service area.

10)Health insurance plans, with respect to a product, are the pairing of the health insurance coverage benefits under the product with a particular cost sharing structure, provider network, and service area.

11)Many of RPSNJ's patients are consumers of a health insurance products and use those products to arrange for and manage the costs of their medical treatment

12)At all relevant times, "YS" was a consumer of a health insurance product sold by Aetna.

13)YS relied on an insurance product sold by Aetna to arrange for and manage the costs of their medical treatment.

1. Use of Network Status to Determine Reimbursement

14)The amount Aetna pays to medical providers is the result of a calculation. The minuend for that calculation is determined by a medical provider's network status.

15)Aetna determines a medical provider's network status by whether or not the provider has signed a Aetna network agreement. A provider who has joined the network has negotiated and agreed to accept a rate of payment for the services they will provide to consumers of Aetna's products and plans, which is called the in-network rate.

16)RPSNJ intentionally refused to join any provider network organized by Aetna so that RPSNJ is always free to negotiate payment for services they render to individual patients.

17)At all times relevant, RPSNJ intentionally refused to join any insurer provider network organized by Aetna so that RPSNJ could freely choose to whom they would render medical services.

18) RPSNJ never agreed to be bound by the terms and conditions of YS's health insurance plan.

19) Because RPSNJ refused to join a provider network Aetna treats RPSNJ as an out-of-network provider.

20) Not all plans provide out-of-network benefits, but when they do Aetna determines the maximum amount it will pay for a covered service to an out-of-network provider, this rate is sometimes called OON or out-of-network rate.

21) In the healthcare industry the usual, customary, and reasonable rate (UCR) is the amount charged for services in a geographic area based on what providers in the area usually charge for the same or similar medical services. The 80th percentile of UCR is recognized in the health insurance industry as a reasonable value for a medical service. FAIRHealth data is a recognized in the healthcare industry as a reliable source for provider pricing and for determining UCR. Typically, an insurer will disclose the total allowed amount as a percentage of UCR.

22) Indeed, New York Insurance Law §§ 3217-a(a)(19)(B) and 4324(a)(20)(B) and Public Health Law § 4408(1)(t)(ii) require health plans to disclose the amounts paid for out-of-network services as a percentage of UCR.

23) Bilateral breast reduction was indicated for YS and YS desired RPSNJ perform bilateral breast reduction.

24) RPSNJ, however, was unwilling to risk non-payment to perform bilateral breast reduction on YS.

25)Therefore, on or about 3/10/2021, a RPSNJ employee contacted Aetna and spoke to a/an Aetna employee.

26)RPSNJ employee identified itself as an out-of-network provider, indicated RPSNJ was willing to render bilateral breast reduction to YS.

27) During the phone conversation between RPSNJ's employees and Aetna's employees, Aetna employee represented that the total allowed amount for this service was based upon 85% of reasonable and customary for covered services rendered to YS. The Aetna employee provided this number as a reference for the call: 5809053358.

28)On March 24, 2021, RPSNJ accepted Aetna's offer by rendering bilateral breast reduction to YS.

29)RPSNJ submitted its billing to Aetna.

B. Explanation of billing

30)RPSNJ billed Aetna a total of $300,000.00 for the services rendered to YS on March 24, 2021 indicating the services it rendered using industry standard billing codes, known as "CPT codes." RPSNJ also substantiated the use of those CPT codes by including the relevant medical documentation with its billing.

31)It is an industry standard practice for Aetna to rely upon the billing codes submitted by a medical provider to determine the amount Aetna would pay.

32)Indeed, RPSNJ attested to the accuracy of its claims.

33)RPSNJ billed Aetna $150,000.00 for the services Norman Rowe, M.D rendered. Aetna adjudicated these claims and determined that the claims were for

covered services rendered to YS because Aetna paid $3,553.96 for the services Norman Rowe, M.D rendered.

34)RPSNJ billed Aetna $150,000.00 for the services Lisa Schneider, M.D. rendered. Aetna adjudicated these claims and determined that the claims were for covered services because Aetna paid $42,080.64 for the services Lisa Schneider, M.D. rendered.

C. Explanation of monies owed

35)Aetna did not do what it was required to do.

36)Aetna did not reject RPSNJ's performance.

37)Aetna did not inform RPSNJ that RPSNJ incorrectly performed bilateral breast reduction.

38)Aetna did not inform RPSNJ that the services RPSNJ billed were not entitled to payment.

39)Aetna did not claim there was a reduction in YS's benefits such that RPSNJ was not entitled to payment.

40)Aetna never provided RPSNJ with any notice that another insurer or corporation or organization was liable for all or part of the bill.

41)Aetna adjudicated RPSNJ's claim and intentionally issued a payment, which was late and unreasonable.

42)Aetna has, as is common in the health insurance industry, largely automated its claims adjudication process.

43) Aetna has designed and implemented its automated claims adjudication process to ensure that claims for payment received by Aetna for all services rendered by any out-of-network providers are intentionally underpaid.

44) Aetna intentionally underpays out-of-network services to artificially reduce gross costs for medical services and increase its profits.

45) Every dollar that Aetna was obligated to pay that it didn't pay was a dollar that was counted directly to profits. While underpayment serves as a windfall for Aetna, being misled into providing medical services leaves the medical provider with a broken promise and the legal bills associated with attempting to be made whole again.

46) When Aetna processes the claims it receives it relies on the information reflected in the claim itself, and particularly the CPT code, to determine the date of service, the service provided to the consumer, and the medical providers network status.

47) CPT codes are among the most important pieces of information included in a claim to Aetna, and a primary determinant of the amount Aetna will ultimately pay.

48) The type and degree of care indicated by the CPT code(s) included in a claim is a primary determinant of what Aetna will pay on the claim.

49) Aetna intentionally issues improper and reduced payment for services rendered by out-of-network providers.

50)The automated application of industry standard limitations on reimbursement means that Aetna routinely improperly applies limitations on reimbursement. The improper application of limitations on reimbursement improperly reduces the amount of Aetna's payment.

51)The delta between what Aetna paid on the claim identified in the Complaint and what the Aetna should have paid is so substantial it foreclose the possibility that Aetna merely made a mistake.

52)The amount paid to RPSNJ by Aetna $45,634.60 is not a reasonable value for bilateral breast reduction because it is not consistent with the prevailing and customary rates paid for bilateral breast reduction; as a result RPSNJ suffered damages.

53)Aetna did not use 85% of reasonable and customary.

54)In the health care industry, payment at the reasonable and customary rate means the insurer will be issung reimbursement based on the amount paid for a medical service in a geographic area based on what providers in the area usually charge for the same or similar medical service.

55)In the health care industry, paying 85 % of reasonable and customary means the insurer would pay an amount equal to the 85th percentile threshold for that service in the georgraphic area where the services were rendered.

56)In the health care industry by FAIRHealth data is recognized as a reliable source for what providers in a geographic area usually charge for the same or similar medical service.

57)Aetna's payment was unreasonable when measured against FAIRHealth data for the 85th percentile, therefore, Aetna incorrectly calculated its payment to RPSNJ; as a result RPSNJ suffered damages.

58)Aetna intentionally incorrectly calculated 85% of reasonable and customary resulting in an underpayment to RPSNJ for bilateral breast reduction; as a results RPSNJ suffered damages.

59)Aetna did not properly apply industry coding standards for determining any recognized limitations on reimbursement for bilateral breast reduction, therefore, Aetna incorrectly calculated its payment to RPSNJ; as a result RPSNJ suffered damages.

FIRST CAUSE OF ACTION- BREACH OF CONTRACT

60)RPSNJ repeats and re-alleges the foregoing paragraphs as if fully set forth herein.

61)On or about 2/26/2021, Aetna verbally offered to pay for 85% of reasonable and customary for covered medical services rendered to YS.

62)On or about March 24, 2021, RPSNJ accepted Aetna's offer by rendering bilateral breast reduction to YS and submitted its billing to Aetna.

63)Aetna did not reject RPSNJ's performance.

64)Aetna adjudicated RPSNJ's claim and issued a payment.

65)Aetna has failed and refuses, however, to issue payment to RPSNJ at the 85% of reasonable and customary rate for the services as offered by Aetna.

66)Aetna has refused to pay the balance after being demanded to do so by RPSNJ.

67)As a result of Aetna's failure to perform under their agreement RPSNJ has suffered damages.

SECOND CAUSE OF ACTION UNJUST ENRICHMENT

68)RPSNJ repeats and re-alleges the foregoing paragraphs as if fully set forth herein.

69)Aetna induced RPSNJ to render bilateral breast reduction to YS by offering to pay for bilateral breast reduction at the 85% of reasonable and customary rate.

70)RPSNJ conferred a benefit upon Aetna under circumstances where Aetna knew or should have known that RPSNJ expected to be reasonably compensated for the benefit conferred according to usual and customary prevailing rates for bilateral breast reduction, the services rendered to YS.

71)Aetna received the benefit of its bargain, i.e., RPSNJ rendering bilateral breast reduction to YS.

72)RPSNJ would not have otherwise provided the medical services without Aetna's agreement to pay some or all of the costs.

73)When RPSNJ rendered bilateral breast reduction to YS RPSNJ made it possible for Aetna to fulfill its contractual obligation to manage YS costs for medically necessary services.

74)Relying on Aetna's offer of payment at 85% of reasonable and customary, RPSNJ forbore from collecting payment in full from YS prior to rendering bilateral breast reduction.

75)If Aetna did not offer to pay 85% of reasonable and customary then YS would not have received bilateral breast reduction from RPSNJ for the same out-of-pocket costs.

76)The additional benefits conferred by RPSNJ when RPSNJ agreed to render bilateral breast reduction based on Aetna's promise of payment included YS's perception, valid or otherwise, that Aetna facilitated YS receiving bilateral breast reduction from RPSNJ; the esteem and the expectancy of YS's continued customer patronage is called good will and it has a value to Aetna.

77)Under the circumstances, it would be unfair to permit Aetna to retain the benefits conferred upon it without Aetna paying a reasonable value to RPSNJ.

THIRD CAUSE OF ACTION- PROMISSORY ESTOPPEL

78)RPSNJ repeats and re-alleges the foregoing paragraphs as if fully set forth herein.

79)Aetna made a clear and unambiguous promise to pay for bilateral breast reduction at out of network rate if it was rendered to YS and should have expected that RPSNJ would rely upon that promise.

80)Aetna should have expected RPSNJ to rely upon its promise because, among other reasons, Aetna knew or should have known that the surgery was scheduled

for March 24, 2021 and it made a promise on 2/26/2021 to issue payment for bilateral breast reduction at the out of network rate.

81)Aetna should have expected RPSNJ to rely upon its promise because, among other reasons, Aetna issued numerous payments to RPSNJ after issuing an authorization for the same healthcare services rendered by RPSNJ at higher percentage of the billed amount under the same or similar circumstances.

82)RPSNJ relied on Aetna's promise to its detriment, causing substantial damages equal to the reasonable value of the medical services provided by RPSNJ.

FOURTH CAUSE OF ACTION— VIOLATION OF NEW YORK'S PROMPT PAY LAW

83)RPSNJ repeats and re-alleges the foregoing paragraphs as if fully set forth herein.

84)Pursuant to their agreement and within 120 days of the date the services were rendered to YS, RPSNJ submitted its claim to Aetna.

85)Aetna received the claim on April 19, 2021.

86)Aetna did not issue payment of the undisputed amount within 45 days of the date of service because the payment it issued was unreasonable based upon reimbursement standards in the industry,

87)Aetna did not object to reimbursement or request further information from RPSNJ regarding RPSNJ's billing within forty-five (45) days of receipt of the claim.

88)RPSNJ is entitled to payment of $254,365.40 PLUS interest at the rate of ONE PERCENT (1%) per month computed from THIRTY (30) days after the date

the claim was submitted to the Aetna until the amount due is paid in full, pursuant to Insurance Law § 3224-a.

89)**WHEREFORE**, ROWE PLASTIC SURGERY OF NEW JERSEY, L.L.C. & NORMAN MAURICE ROWE, M.D., M.H.A., L.L.C. demands judgment in the amount of $254,365.40 together with statutory interest; or in the alternative judgment in the amount of $146,615.40, and pre-judgment interest, and court costs together with granting such other and further relief as the Court may deem just and proper.

LEWIN & BAGLIO, LLP
Attorneys for the Plaintiff
1100 Shames Drive
Suite 100
Westbury, New York 11590
Tel: (516) 307- 1777
Fax: (516) 307- 1770
L&B File No.: 2238.COM.12

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

Index No.:

ROWE PLASTIC SURGERY OF NEW JERSEY, L.L.C.
and NORMAN MAURICE ROWE, M.D., M.H.A., L.L.C.
Plaintiff(s),

VERIFICATION

- Against -

AETNA HEALTH AND LIFE INSURANCE COMPANY,
Defendant(s).

I, [signature] being duly sworn, deposes and says:

I am an officer of ROWE PLASTIC SURGERY OF NEW JERSEY, L.L.C., the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

Dated: August 2, 2022

[signature]

Sworn to before me this 2 day of AUGUST, 2022

MICHELE B SAGURTON
Notary Public, State of New Jersey
Comm. # 50066385
My Commission Expires 8/18/2027

Notary Public

L&B File No.: 2238.COM.12

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

Index No.:

ROWE PLASTIC SURGERY OF NEW JERSEY, L.L.C. and NORMAN MAURICE ROWE, M.D., M.H.A., L.L.C.
Plaintiff(s),

VERIFICATION

- Against -

AETNA HEALTH AND LIFE INSURANCE COMPANY,
Defendant(s).

I, [signature] being duly sworn, deposes and says:

I am an officer of NORMAN MAURICE ROWE, M.D., M.H.A., L.L.C., the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

Dated: August 2, 2022

[signature]

Sworn to before me this 2 day of AUGUST, 20 22

[signature]
Notary Public

MICHELE B SAGURTON
Notary Public, State of New Jersey
Comm. # 50066395
My Commission Expires 8/18/2027

L&B File No.: 2238.COM.12

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

Index No.:

ROWE PLASTIC SURGERY OF NEW JERSEY, L.L.C. and NORMAN MAURICE ROWE, M.D., M.H.A., L.L.C.
Plaintiff(s),

- Against -

AETNA HEALTH AND LIFE INSURANCE COMPANY,
Defendant(s).

AFFIRMATION

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.

ATTORNEYS VERIFICATION AND CERTIFICATION PURSUANT TO § 130-1:

I, Michael Baglio, Esq., an attorney and counselor at law, duly admitted to practice in the Courts of the State of New York and a member with the law firm **LEWIN & BAGLIO, LLP,** attorneys for plaintiff herein, affirms the following to be true under penalties of perjury:

I have read the foregoing **COMPLAINT** and know the contents thereof, and upon information and belief, I believe the matters alleged therein to be true.

The reason this verification is made by deponent and not by plaintiff is that plaintiff resides in a county other than the one in which your deponent's office is maintained.

The source of your deponent's information and the grounds of my belief are communications, papers, reports and investigations contained in my file.

Dated: August 2, 2022
Westbury, New York

DocuSigned by:
Michael Baglio
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By: Michael Baglio, Esq.

L&B File No.: 2238.COM.12

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

ROWE PLASTIC SURGERY OF NEW JERSEY, L.L.C. and NORMAN MAURICE ROWE, M.D., M.H.A., L.L.C.
Plaintiff(s),

Index No.:

- Against -

AETNA HEALTH AND LIFE INSURANCE COMPANY,
Defendant(s).

Pursuant to Section 130-1 of the rules of the chief administrator (22 NYCRR) I certify that to the best of my knowledge, information and belief, Formed after an inquiry reasonable under the circumstances, the within Summons and Verified Complaint are not frivolous.

DocuSigned by:
Michael Baglio
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By: Michael Baglio, Esq.

SUMMONS AND COMPLAINT

ATTORNEYS FOR THE PLAINTIFF

LEWIN & BAGLIO, LLP
1100 Shames Drive
Suite 100
Westbury, New York 11590
516-307-1777
L&B File No.: 2238.COM.12

To:

Attorney for defendant:
Service of a copy of the within SUMMONS AND COMPLAINT is hereby admitted.

Dated:

Attorney for Defendant